



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

GAIL FARBER, Director

November 01, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 November 1, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A RESOLUTION FOR HIGHWAYS-THROUGH-CITIES FUNDING AND
DELEGATE AUTHORITY TO ENTER INTO AGREEMENTS BETWEEN THE COUNTY OF LOS
ANGELES AND THE CITIES OF GLENDORA AND IRWINDALE FOR TRAFFIC SIGNAL
CONTROL SYSTEMS AND COMMUNICATION NETWORKS
(SUPERVISORIAL DISTRICTS 1 AND 5)
(4 VOTES)**

SUBJECT

The action is to adopt a resolution to extend financial aid to the Cities of Glendora and Irwindale in the amount of \$488,000 and \$518,000, respectively, and to delegate authority to the Director of Public Works or her designee to enter into agreements between the County of Los Angeles and the Cities of Glendora and Irwindale to provide direct financial aid in the amounts of \$244,000 and \$320,000, respectively, for the Cities procurement of Traffic Signal Control Systems.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as a responsible agency, find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt the resolution to find that the procurement of Traffic Signal Control Systems and for the Department of Public Works to provide communication networks at 50 locations in the Cities of Glendora and Irwindale is of general County interest and that the County of Los Angeles will provide Highways-through-Cities funding in the amount of \$1,006,000 (\$488,000 to the City of Glendora and \$518,000 to the City of Irwindale).

3. Delegate authority to the Director of Public Works or her designee to enter into agreements with the Cities of Glendora and Irwindale to administer the procurement and deployment of Traffic Signal Control Systems and for the County of Los Angeles to deposit with the City of Glendora \$244,000 and the City of Irwindale \$320,000 for the projected cost of the Traffic Signal Control Systems. This amount will be financed using Los Angeles County Metropolitan Transportation Authority grant funds and County of Los Angeles matching funds. The Cities of Glendora and Irwindale will finance all Traffic Signal Control System costs over \$244,000 and \$320,000, respectively. Upon completion and final accounting of the project, the Cities of Glendora and Irwindale will return any unused funds to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to delegate authority to the Department of Public Works (Public Works) to enter into agreements with the Cities of Glendora and Irwindale (Cities) in substantially the same form as the enclosed draft agreements to delineate responsibilities between the Cities and the County of Los Angeles (County) for the Cities to administer the procurement of Traffic Signal Control Systems and for the County to administer the design, procurement, and installation of the communication networks at 50 locations. The agreements also provide for the Cities to take full responsibility for deployment of the Traffic Signal Control Systems and subsequent operation and maintenance of it along with the communication networks. Since this work is fully within the Cities, Public Works is requesting your adoption of the resolution in order for the County to provide financial aid and services in carrying out the total project for \$1,006,000.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The project will provide improved infrastructure and will enhance the quality of life in the affected communities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of the project is estimated to be \$1,006,000 and is included in the Fiscal Year 2011-12 Proposition C Local Return Fund Budget.

The project cost will be financed with \$782,000 in Los Angeles Metropolitan Transportation Authority (LACMTA) 1999 Call for Projects, Proposition C Discretionary Grant funds for the San Gabriel Valley Traffic Signal Forum, and \$224,000 in County matching funds. On an annual basis, your Board has established a \$2,500,000 top-of-pot (TOP) allocation from the Proposition C Local Return Fund Budget for the County's Traffic Congestion Management Program. The County's share of the cost will be funded from this TOP allocation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 18, 2007, Item No. 31, your Board approved Amendment No.1 to an agreement with Systems Analysis and Integration, Inc., for \$9,943,289 for the expansion of a wireless communication system. This prior action included the authorization to install wireless communication systems in the Cities.

The enclosed resolution, if adopted by a four-fifths vote of your Board as required by section 1680 of the California Streets and Highways Code, provides for the County to extend aid in the form of funding to the Cities for the procurement of Traffic Signal Control Systems and for the County to provide the communication networks for 50 locations via a previously executed Public Works contract.

The enclosed agreements, which have been reviewed and approved as to form by County Counsel, provide for the Cities to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase Traffic Signal Control Systems and provide for the County to administer the design, procurement, and installation of the communication networks for the systems at 50 locations within the Cities. The agreements establish the County contribution to the Cities of Glendora and Irwindale for actual expenditures not to exceed \$244,000 and \$320,000, respectively, toward the cost of the Traffic Signal Control Systems and the County to administer services to provide and install the communication networks at 50 locations in the Cities estimated at \$442,000 by utilizing LACMTA grant funds and other County matching funds. The Cities of Glendora and Irwindale will finance all Traffic Signal Control System costs over \$244,000 and \$320,000, respectively. Upon completion and final accounting of the project, the Cities will return any unused funds to the County.

This agreement is authorized and provided for by the provisions of sections 1680-1684 of the California Streets and Highways Code.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 4, 5, and 22 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the installation and modification of traffic signal systems and the maintenance of existing roadway facilities. The Cities are the lead agencies for this project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services, including implementation of the proposed Traffic Signal Control Systems and communication networks.

CONCLUSION

Please return one adopted copy of this letter and the signed resolution to the Department of Public Works, Traffic and Lighting Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:DRL:pc

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel (Warren Wellen)
Executive Office

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES TO EXTEND COUNTY AID TO THE CITIES OF
GLENDDORA AND IRWINDALE FOR THE PURPOSE OF INSTALLING
TRAFFIC SIGNAL CONTROL SYSTEMS AND COMMUNICATION NETWORKS**

WHEREAS, the Cities of Glendora and Irwindale, hereinafter referred to as CITIES, desire to install Traffic Signal Control Systems and associated communications hereinafter collectively referred to as PROJECT; and

WHEREAS, PROJECT is located and will be utilized entirely within the jurisdictional limits of CITIES; and

WHEREAS, PROJECT is of general interest to CITIES and COUNTY; and

WHEREAS, CITIES will administer the procurement of the Traffic Signal Control Systems and COUNTY will administer the design, procurement, and installation of the communications at 50 locations; and

WHEREAS, the total cost of PROJECT is currently estimated to be One Million Six Thousand and 00/100 Dollars (\$1,006,000); and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements within CITIES pursuant to Memorandums of Understanding Numbers P0006294 between COUNTY and Los Angeles County Metropolitan Transportation Authority; (LACMTA) and

NOW, THEREFORE, it is hereby resolved as follows:

SECTION 1. Subject to the terms and conditions set forth herein, the COUNTY consents, pursuant to the provisions of sections 1680-1684 of the California Streets and Highways Code, to extend COUNTY aid in the amount of One Million Six Thousand and 00/100 Dollars (\$1,006,000), Four Hundred Eighty-Eight Thousand (\$488,000) to the City of Glendora and Five Hundred Eighteen Thousand (\$518,000) to the City of Irwindale.

SECTION 2. The financial obligations of the COUNTY are expressly conditioned upon obtaining reimbursement from LACMTA pursuant to Memorandums of Understanding Numbers P0006294 between COUNTY and LACMTA.

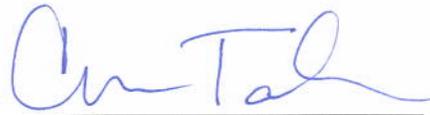
SECTION 3. If any provision of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

SECTION 4. CITIES shall use all aid which it receives in the activities described in this resolution and shall return to the COUNTY any portion of such aid which is not thus used.

The foregoing resolution was on the 1st day of November, 2011, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.



SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By 
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By 
Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the CITY OF GLENDORA, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

WITNESSETH

WHEREAS, CITY desires to procure Traffic Signal Control System software and hardware and traffic signal controllers (hereinafter referred to as SYSTEM) as described in Attachment A of this AGREEMENT; and

WHEREAS, SYSTEM will be installed at the CITY'S traffic signals listed in Attachment B (hereinafter referred to as CITY TRAFFIC SIGNALS); and

WHEREAS, on September 18, 2007, COUNTY executed an Amendment with Systems Analysis & Integration, Inc., for the expansion of a communication system (hereinafter referred to as COMMUNICATIONS); and

WHEREAS, COUNTY'S Amendment for COMMUNICATIONS includes a provision for placement at specified CITY TRAFFIC SIGNALS as denoted in Attachment B; and

WHEREAS, COUNTY will provide COMMUNICATIONS at CITY TRAFFIC SIGNALS as denoted in Attachment B at no cost to CITY; and

WHEREAS, SYSTEM and COMMUNICATIONS are hereinafter collectively referred to as PROJECT; and

WHEREAS, PROJECT is located and will be utilized entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY will administer the procurement of the SYSTEM; and

WHEREAS, COUNTY will administer the design, procurement, and installation of COMMUNICATIONS for SYSTEM; and

WHEREAS, the cost of SYSTEM includes the costs of the procurement administration and the Traffic Signal Control System Software and traffic signal controllers, hardware, and 3 years of vendor System maintenance and support for SYSTEM, as more fully set forth herein; and

WHEREAS, the cost of COMMUNICATIONS includes the unit cost for the design, procurement, and installation of equipment as determined by the County's executed agreement, with Systems Analysis & Integration, Inc., for COMMUNICATIONS; and

WHEREAS, the total cost of PROJECT is currently estimated to be Four Hundred Eighty-Eight Thousand and 00/100 Dollars (\$488,000); and

WHEREAS, COUNTY has secured and obtained grant funds from LACMTA up to a maximum of Three Hundred Seventy-Five Thousand and 00/100 Dollars (\$375,000) and will provide matching funds up to a maximum of One Hundred Thirteen Thousand and 00/100 Dollars (\$113,000) to finance the cost of PROJECT; and

WHEREAS, COUNTY is willing to utilize LACMTA grant funds and COUNTY matching funds to deposit with CITY Two Hundred Forty-four Thousand and 00/100 Dollars (\$244,000) toward the cost of SYSTEM; and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandums of Understanding Numbers P0006294 between COUNTY and LACMTA; and

WHEREAS, the term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity which is a party to this AGREEMENT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of sections 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To perform the procurement administration for SYSTEM.
- b. To prepare the necessary environmental document and make the required environmental finding in compliance with the California Environmental Quality Act;
- c. To submit invoice to COUNTY in the amount of Two Hundred Forty-Four Thousand and 00/100 Dollars (\$244,000) within 30 days of the adoption of this agreement by COUNTY, subject to paragraph (3) h., below; and
- d. To finance the remaining cost of SYSTEM that is in excess of COUNTY'S maximum contribution of Two Hundred Forty-Four Thousand and 00/100 Dollars (\$244,000).

- e. To furnish COUNTY with information on all contract change orders for SYSTEM and obtain COUNTY'S prior approval of all such contract change orders, subject to paragraph (2) c., below;
- f. To administer the installation and construction of SYSTEM in accordance with all regulations and requirements of LACMTA relating to the expenditure of Proposition C Local Return funds and Proposition C twenty-five percent (25%) Discretionary funds. CITY'S records for SYSTEM shall be open to inspection and subject to audit and reproduction by the COUNTY and LACMTA, or any of their duly authorized representatives, and shall be retained by the CITY for a period of not less than seven (7) years after final payment to contractor(s) for SYSTEM.
- g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under the software vendor(s) Contractor's General Liability and automobile insurance policies.
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of SYSTEM, a final accounting of the actual total SYSTEM costs, including an itemization of actual unit costs and actual contract quantities; and all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for CITY'S performance as specified in paragraph (1) a., above.
- i. To return to COUNTY any portion of funds which are not thus used pursuant to California Streets and Highways Code section 1684 and paragraph 3 (c)., herein below.
- j. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction, including maintaining timing of traffic signals.
- k. To obtain and grant to COUNTY any necessary temporary right of way within CITY for installation of COMMUNICATIONS at no cost to COUNTY.
- l. To issue COUNTY a no-fee permit(s) authorizing COUNTY to install COMMUNICATIONS within CITY highway right of way.
- m. If needed, to advertise SYSTEM for software bids, inform COUNTY of the content of the bids received, award the contract after approval by COUNTY, and administer the procurement contract.

(2) COUNTY AGREES:

- a. To secure and obtain LACMTA grant funds to be used to finance toward cost of PROJECT.

- b. To deposit with CITY, following execution of this AGREEMENT and upon demand by CITY, sufficient COUNTY funds to finance SYSTEM by utilizing LACMTA Grant Funds and COUNTY Matching Funds up to a maximum amount of Two Hundred Forty-Four Thousand and 00/100 Dollars (\$244,000) and subject to paragraph (3) h., below. Said demand will consist of billing invoices prepared by CITY. The actual cost of SYSTEM shall be determined by a final accounting of SYSTEM.
- c. To review bids, the proposed award amount for SYSTEM, and any change orders for SYSTEM and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with SYSTEM or change orders.
- d. To authorize CITY to represent COUNTY in all negotiations pertaining to the advertisement of SYSTEM for bids, award, and administration of the contract, and in all things necessary and proper to complete SYSTEM.
- e. To administer the installation of COMMUNICATIONS in accordance with all regulations and requirements of LACMTA relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding Number P0006294 between COUNTY and LACMTA.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. COUNTY'S contribution shall only pay for those eligible items of work included in LACMTA's Traffic Signal Synchronization and Bus Speed Improvements Program guidelines.
- b. The cost of PROJECT, as referred to in this AGREEMENT, shall consist of the costs of procurement administration, and the Traffic Signal Control Software and system testing, and traffic signal controllers and all other work and materials necessary to complete PROJECT in accordance with the approved conceptual plan and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of procurement administration, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; and all other necessary work prior to advertising of SYSTEM for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- d. The cost of SYSTEM, as referred to in this AGREEMENT, shall consist of the actual payments to the contractor(s) for SYSTEM.
- e. If cost of SYSTEM, based upon the final accounting, is less than COUNTY'S payments, as set forth in paragraph (2) b., above, CITY shall refund the difference to COUNTY.
- f. During implementation of SYSTEM, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, a Consultant or other representative to assist in the integration of SYSTEM. COUNTY shall have no obligation to inspect SYSTEM and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and the CITY inspector shall be responsible for the proper inspection of SYSTEM as needed.
- g. COUNTY shall not be liable for any costs for PROJECT that does not conform to the regulations and requirements of LACMTA, as referred to in paragraph (1) f., above.
- h. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY'S obtaining reimbursement from LACMTA pursuant to Memorandum of Understanding Number P0006294 between COUNTY and LACMTA.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Dave Davies
Director of Public Works
City of Glendora
116 East Foothill Boulevard
Glendora, CA 91741-3380

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, section 810.8) is sought to be imposed under section 830, et seq. of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

- l. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- m. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32377 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF GLENDORA on _____, 2011, and by the COUNTY OF LOS ANGELES on _____, 2011.

GAIL FARBER
DIRECTOR OF PUBLIC WORKS
COUNTY OF LOS ANGELES

By _____
Deputy Director

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By  _____
Deputy

CITY OF GLENDORA

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
City Attorney

ATTACHMENT A

WORK DESCRIPTION	ESTIMATED COST
Servers, computers, and auxiliary equipment	\$ 32,575
Traffic Controller Software and Hardware	\$ 43,762
Field to Center Communication Equipment	\$ 17,000
Software license, integration, testing, and training	\$ 98,800
Subtotal	\$ 192,137
Contingencies	\$ 22,675
Traffic Control System Support, Warranty, and Maintenance	\$ 15,200
Estimated Sales Tax (9.75%)	\$ 12,568
Estimated Shipping	\$ 1,420
Grand Total	\$ 244,000

Attachment B

CITY TRAFFIC SIGNALS

Intersection	Cost
Grand Ave & Ada Ave	\$ 2,500
Grand ave & Mauna Loa Ave	\$ 10,412
Grand Ave & Baseline Rd	\$ 10,412
Grand Ave & Gladstone St	\$ 2,500
Grand Ave & Juanita Ave	\$ 2,500
Route 66 (Alosta Ave) & Barranca Ave	\$ 10,412
Route 66 (Alosta Ave) & Vecino	\$ 10,412
Route 66 (Alosta Ave) & Grand Ave	\$ 10,412
Route 66 (Alosta Ave) & Vermont Ave	\$ 10,412
Route 66 (Alosta Ave) & Glendora Ave	\$ 10,412
Route 66 (Alosta Ave) & Pasadena	\$ 10,412
Route 66 (Alosta Ave) & Glenwood	\$ 10,412
Route 66 (Alosta Ave) & Elmwood Ave	\$ 10,412
Route 66 (Alosta Ave) & Loraine Ave	\$ 10,412
Route 66 (Alosta Ave) & Hunters Trail	\$ 10,412
Route 66 (Alosta Ave) & Compromise Line Rd	\$ 10,412
Route 66 (Alosta Ave) & Lone Hill Ave	\$ 10,412
Route 66 (Alosta Ave) & Amelia Ave	\$ 10,412
Foothill Blvd & Grand Ave	\$ 10,412
Gladstone St & Willow Ave	\$ 2,500
Gladstone St & Valley Center	\$ 2,500
Gladstone St & Shellman Ave	\$ 2,500
Gladstone St & Lone Hill Ave	\$ 2,500
Lone Hill Ave & Glendora Market Place	\$ 2,500
Lone Hill Ave & Inner Market Place	\$ 2,500
Lone Hill Ave & Auto Center Dr	\$ 10,412
Lone Hill Ave & Petunia St	\$ 10,412
Lone Hill Ave & Kenoma St	\$ 10,412
Auto Center Dr & Wal-Mart	\$ 10,412
Grand Ave & Carroll	\$ 2,500
Grand Ave & Promenade Ct	\$ 10,412
	\$ 244,000

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ____, 2011, by and between the CITY OF IRWINDALE, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

WITNESSETH

WHEREAS, CITY desires to procure Traffic Signal Control System software and hardware (hereinafter referred to as SYSTEM) as described in Attachment A of this AGREEMENT; and

WHEREAS, SYSTEM will be installed at the CITY'S traffic signals listed in Attachment B (hereinafter referred to as CITY TRAFFIC SIGNALS); and

WHEREAS, on September 18, 2007, COUNTY executed an Amendment with Systems Analysis & Integration, Inc., for the expansion of a communication system (hereinafter referred to as COMMUNICATIONS); and

WHEREAS, COUNTY'S Amendment for COMMUNICATIONS includes a provision for placement at specified CITY TRAFFIC SIGNALS as denoted in Attachment B; and

WHEREAS, COUNTY will provide COMMUNICATIONS at CITY TRAFFIC SIGNALS as denoted in Attachment B at no cost to CITY; and

WHEREAS, SYSTEM and COMMUNICATIONS are hereinafter collectively referred to as PROJECT; and

WHEREAS, PROJECT is located and will be utilized entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY will administer the procurement of the SYSTEM; and

WHEREAS, COUNTY will administer the design, procurement, and installation of COMMUNICATIONS for SYSTEM; and

WHEREAS, the cost of SYSTEM includes the costs of the procurement administration and the Traffic Signal Control System, hardware, and 3 years of vendor System maintenance and support for SYSTEM, as more fully set forth herein; and

WHEREAS, the cost of COMMUNICATIONS includes the unit cost for the design, procurement, and installation of equipment as determined by the County's executed agreement, with Systems Analysis & Integration, Inc., for COMMUNICATIONS; and

WHEREAS, the total cost of PROJECT is currently estimated to be Five Hundred Eighteen Thousand and 00/100 Dollars (\$518,000); and

WHEREAS, COUNTY has secured and obtained grant funds from LACMTA up to a maximum of Four Hundred Seven Thousand and 00/100 Dollars (\$407,000) and will provide matching funds up to a maximum of One Hundred Eleven Thousand and 00/100 Dollars (\$111,000) to finance the cost of PROJECT; and

WHEREAS, COUNTY is willing to utilize LACMTA grant funds and COUNTY matching funds to deposit with CITY Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000) toward the cost of SYSTEM; and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandums of Understanding Numbers P0006294 between COUNTY and LACMTA; and

WHEREAS, the term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity which is a party to this AGREEMENT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of sections 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To perform the procurement administration for SYSTEM.
- b. To prepare the necessary environmental document and make the required environmental finding in compliance with the California Environmental Quality Act;
- c. To submit invoice to COUNTY in the amount of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000) within 30 days of the adoption of this agreement by COUNTY, subject to paragraph (3) h., below; and
- d. To finance the remaining cost of SYSTEM that is in excess of COUNTY'S maximum contribution of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000).

- e. To furnish COUNTY with information on all contract change orders for SYSTEM and obtain COUNTY'S prior approval of all such contract change orders, subject to paragraph (2) c., below;
- f. To administer the installation and construction of SYSTEM in accordance with all regulations and requirements of LACMTA relating to the expenditure of Proposition C Local Return funds and Proposition C twenty-five percent (25%) Discretionary funds. CITY'S records for SYSTEM shall be open to inspection and subject to audit and reproduction by the COUNTY and LACMTA, or any of their duly authorized representatives, and shall be retained by the CITY for a period of not less than seven (7) years after final payment to contractor(s) for SYSTEM.
- g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under the software vendor(s) Contractor's General Liability and automobile insurance policies.
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of SYSTEM, a final accounting of the actual total SYSTEM costs, including an itemization of actual unit costs and actual contract quantities; and all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for CITY'S performance as specified in paragraph (1) a., above.
- i. To return to COUNTY any portion of funds which are not thus used pursuant to California Streets and Highways Code section 1684 and paragraph 3 (c), herein below.
- j. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction, including maintaining timing of traffic signals.
- k. To obtain and grant to COUNTY any necessary temporary right of way within CITY for installation of COMMUNICATIONS at no cost to COUNTY.
- l. To issue COUNTY a no-fee permit(s) authorizing COUNTY to install COMMUNICATIONS within CITY highway right of way.
- m. If needed, to advertise SYSTEM for software bids, inform COUNTY of the content of the bids received, award the contract after approval by COUNTY, and administer the procurement contract.

(2) COUNTY AGREES:

- a. To secure and obtain LACMTA grant funds to be used to finance toward cost of PROJECT.

- b. To deposit with CITY, following execution of this AGREEMENT and upon demand by CITY, sufficient COUNTY funds to finance SYSTEM by utilizing LACMTA Grant Funds and COUNTY Matching Funds up to a maximum amount of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000) and subject to paragraph (3) h., below. Said demand will consist of billing invoices prepared by CITY. The actual cost of SYSTEM shall be determined by a final accounting of SYSTEM.
- c. To review bids, the proposed award amount for SYSTEM, and any change orders for SYSTEM and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with SYSTEM or change orders.
- d. To authorize CITY to represent COUNTY in all negotiations pertaining to the advertisement of SYSTEM for bids, award, and administration of the contract, and in all things necessary and proper to complete SYSTEM.
- e. To administer the installation of COMMUNICATIONS in accordance with all regulations and requirements of LACMTA relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding Number P0006294 between COUNTY and LACMTA.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. COUNTY'S contribution shall only pay for those eligible items of work included in LACMTA's Traffic Signal Synchronization and Bus Speed Improvements Program guidelines.
- b. The cost of PROJECT, as referred to in this AGREEMENT, shall consist of the costs of procurement administration, and the Traffic Signal Control Software and system testing, and all other work and materials necessary to complete PROJECT in accordance with the approved conceptual plan and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of procurement administration, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; and all other necessary work prior to advertising of SYSTEM for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- d. The cost of SYSTEM, as referred to in this AGREEMENT, shall consist of the actual payments to the contractor(s) for SYSTEM.
- e. If cost of SYSTEM, based upon the final accounting, is less than COUNTY'S payments, as set forth in paragraph (2) b., above, CITY shall refund the difference to COUNTY.
- f. During implementation of SYSTEM, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, a Consultant or other representative to assist in the integration of SYSTEM. COUNTY shall have no obligation to inspect SYSTEM and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and the CITY inspector shall be responsible for the proper inspection of SYSTEM as needed.
- g. COUNTY shall not be liable for any costs for PROJECT that does not conform to the regulations and requirements of LACMTA, as referred to in paragraph (1) f., above.
- h. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY'S obtaining reimbursement from LACMTA pursuant to Memorandum of Understanding Number P0006294 between COUNTY and LACMTA.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Kwok Tam
Director of Public Works
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706-2192

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, section 810.8) is sought to be imposed under section 830, et seq. of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

- l. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- m. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32380 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF IRWINDALE on _____, 2011, and by the COUNTY OF LOS ANGELES on _____, 2011.

GAIL FARBER
DIRECTOR OF PUBLIC WORKS
COUNTY OF LOS ANGELES

By _____
Deputy Director

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By  _____
Deputy

CITY OF IRWINDALE

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
City Attorney

ATTACHMENT A

WORK DESCRIPTION	ESTIMATED COST
Servers, computers, and auxiliary equipment	\$ 38,432
Traffic Controller Software and Hardware	\$ 15,000
Field to Center Communication Equipment	\$ 3,942
Software license, integration, testing, and training	\$ 203,597
Subtotal	\$ 260,971
Contingencies	\$ 27,404
Traffic Control System Support, Warranty, and Maintenance	\$ 31,625
Grand Total	\$ 320,000

Attachment B

CITY TRAFFIC SIGNALS

Intersection	Cost
Arrow Hwy & 4th St	\$ 10,412
Arrow Hwy & Avenida Barbosa	\$ 10,412
Arrow Hwy & Azusa Canyon Rd	\$ 10,412
Arrow Hwy & Irwindale Ave	\$ 10,412
Arrow Hwy & Live Oak Ave (East)	\$ 10,412
Arrow Hwy & Morada St	\$ 10,412
Arrow Hwy & Rivergrade Rd	\$ 10,412
Arrow Hwy & W/O Santa Fe Dam	\$ 10,412
Buena Vista St & Avenida Barbosa / Bateman Ave	\$ 10,412
Irwindale Ave & Bircher/Gateway Business	\$ 10,412
Irwindale Ave & Calle Del Norte	\$ 10,412
Irwindale Ave & Calle Del Paseo	\$ 10,412
Irwindale Ave & Camino de la Cantera	\$ 10,412
Irwindale Ave & Foothill Blvd	\$ 10,412
Irwindale Ave & Martinez St-Tapia St	\$ 10,412
Irwindale Ave & Ornelas St	\$ 10,412
Live Oak Ave & Longden Ave	\$ 10,412
Live Oak Ave (West) & Arrow Hwy	\$ 10,412
Longden Ave & Myrtle Ave	\$ 10,412
	\$ 198,000